

The Law Office of Spencer Ault
1707
13193 Mountain Road, Lovettsville, VA 20180

THIS DIRECT-HIRE AGREEMENT (this "Agreement") is between the Law Office of Spencer Ault (hereinafter "Ault Law"), and the Expert, Eldon H. Nyhart, Jr., Ph.D. of Biosynergetics, Inc., also named in the signature block at the end of this Agreement (hereafter "Expert").

1. Term and Termination. This Agreement will remain in force until terminated by either party, or at the close of the engagement based upon completion of the case at Trial or at Settlement. Either party may terminate this Agreement upon providing the other thirty (30) days written notice. Following termination, Ault Law / Federal Concierge LLC is responsible for all outstanding fees due. Expert is responsible for providing all work products, documentation and deliverables. The obligations of the parties under this Agreement that the parties have expressly agreed will survive the termination of this Agreement or that, by their nature, would continue beyond the termination of this Agreement, will survive the termination of this Agreement for any reason.

2. Services And Documentation. Client does hereby engage Expert for the purpose of expert witness testimony and/or expert consulting, preparing causation reviews, transaction and damage summaries and calculations and/ or account analysis. Specific tasks may be requested and/ or approved via task orders or emails from Spencer Ault and/ or Janelle Hill, a designated approval authority.

The full scope of Expert's work will be determined as the matter proceeds, and will be subject to the needs and requests of Ault Law and availability of Expert to perform requested work. Ault Law and Expert agree that Expert will be

performing services to this Agreement as an Independent Contractor, and no partnership or other business relationship is implied or warranted. Upon request, Expert will provide an estimate of the time and costs it will take to perform work requested by Client.

Expert will be available to commence work, for Ault Law upon receipt of a retainer of \$2,500, applicable to services rendered on an hourly basis for the Ault Law-contracted level of effort. Expert agrees not to work for any other person or party involved in this case on matters relating to this case for four weeks after he is verbally retained, or upon acceptance of the retainer set forth below. Should the four weeks lapse without receipt of a retainer, Expert is free to accept work from any other party.

Client does hereby agree to supply Expert with all pertinent documentation necessary to properly prepare any report(s), or to prepare for any scheduled arbitration/trial testimony.

3. Fees and Payment

Ault Law shall engage the Expert with a retainer payable immediately of \$2,500 based upon the terms accepted upon a ratified contract by both parties. The hourly, billable rate for this agreement is \$185 per hour for general work product and up to/ not to exceed \$250 per hour for specific, actual and incurred trial obligations such as depositions, mediation, arbitration or trial testimony, with a minimum of four (4) hours to be paid prior to deposition, mediation, arbitration or trial testimony. Client is required to provide forty-eight hour notice of cancellation of scheduled testimony or be subject to a four (4) hour cancellation fee. Any overtime work, work on Saturdays, Sundays or holidays, requested or required by Client

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may be charged at one and half times the rates shown for the services provided.

Ault Law is responsible for travel arrangements and actual expenses. Expert will not advance travel costs other than mileage and meal expense. Travel advance will not exceed \$250. Expert will bill for travel portal to portal from Zionsville, Indiana. Ault Law will provide lodging and meals at, as well as transportation to and from, Stone Manor, Lovettsville, Virginia based upon availability. Otherwise Ault Law will provide other accommodations at a hotel facility nearby.

Other Direct Costs (ODCs) may include, but not be limited to, research database costs, reproduction costs, shipping costs, and secretarial assistance costs and will be billed at actual cost. ODCs expected to exceed \$500 should be presented for pre-approval by the Client prior to incurring costs, based upon good faith estimates.

Invoices are due and payable within thirty (30) days of receipt. No testimony will be given or required unless fees are current. Invoices thirty (30) days past due will be charged interest at the rate of 1.5% per month (annual rate of 18%), and will be assessed a \$200 late fee. Invoices sixty (60) days past due may be referred for collection and all legal remedies for payment pursued. No testimony will be given unless fees are current. All amounts payable and all document/ artifact receivables between the party must be provided in full prior to trial testimony. This includes all prepared exhibits pertaining to the Expert's testimony. Any amount unpaid at the conclusion of the trial will become a lien against any court or arbitration award granted.

Ault Law and/ or Federal Concierge LLC shall be responsible for payment to Expert.

4. Confidentiality Obligations. Expert understands and agrees that the compilation of information provided by Ault Law regarding litigation and trial matters is only for the purposes set forth herein. Expert agrees that it shall have no property interest in information provided to Expert by Ault Law except to the extent that the law requires that Expert store or reference such information, and the separate and binding confidentiality agreement between the two parties shall endure and be applicable for the purposes of this agreement. The obligations of confidentiality herein shall survive termination of this Agreement. Expert retains all ownership in work product produced by Expert and provided to Ault Law.

5. Limited Warranty. No separate warranties other than those expressed elsewhere in this agreement.

6. Limitations of Liability. Ault Law and Expert agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this agreement, whether the cause of action against the other is in contract, breach of warranty, tort, negligence or otherwise, including, but not limited to lost profits, lost opportunities and/ or delay damages, even if the other party was advised of or was aware of the potential for such damages.

7. Governance and Compliance. Ault Law and Expert each warrant compliance with all applicable laws,

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regulations, orders, ordinances, and codes.

8. **Applicable Law.** This agreement is being entered into in the State of Indiana and shall be construed and enforced in accordance with the laws of the the State of Indiana, irrespective of the place of domicile or residence of Client or Ault Law. Client agrees that the jurisdiction and venue for any litigation concerning this agreement shall be in the Indiana state courts situated in the County of Boone. In the event Expert is required to retain the services of an attorney to enforce the provisions of this Agreement, Client agrees to pay reasonable attorney's fees and all costs and expenses incurred, including collection costs.

9. **Non-solicitation.** Not Applicable.

10. **Assignment.** Neither Ault law or Expert may assign its obligations under this Agreement to an unaffiliated party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. Each party warrants that they have the full power and authority to execute and deliver this Agreement and to perform their obligations hereunder, and that the person whose signature appears below is duly authorized to sign this Agreement on behalf of the party that they represent. The parties do hereby execute this Agreement at the places set forth below on the date set forth below.

FOR Ault Law

By:

Spencer D. Ault, Owner
13193 Mountain Road
Lovettsville, VA 20180

EFFECTIVE DATE: 5/27/08

FOR Biosynmergetics, Inc.

By:

Edon H. Nyhart, Jr.
Edon H. Nyhart, Jr., President
P.O. Box 5045
Zionsville, Indiana 46077

EFFECTIVE DATE: 6/3/08